

From: Miriam Cohen [mcohen@loeb.com]
Sent: Wednesday, March 08, 2006 10:39 AM
To: Dhamendra.Lachman@wellsfargo.com; Joseph.Mullen@wellsfargo.com; Paul Perialas; Clyde Keaton; Steven Miller; Barbara Clay
Cc: Loukia Harris; Kevin Eisenberg
Subject: Wells/Argo/D&D
Attachments: NY_475125_3.DOC

Attached is the post closing letter containing the list of items we have yet to receive with respect to the closing of this transaction. Please let us know if any of the time frames set forth in this letter are not obtainable. Thanks.

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EXHIBIT

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PNJ300561

3/28/2008

WELLS FARGO BANK, NATIONAL ASSOCIATION,
acting through its Wells Fargo Business Credit operating division
119 West 40th Street
New York, New York 10018

March __, 2006

Argo Turboserve Corporation
49 Commerce Road
Carlstadt, New Jersey 07072

D&D Pipe and Rentals, Inc.
2450 S.E. Evangeline Thruway
Lafayette, Louisiana 70508

Re: Post-Closing Items

Ladies and Gentlemen:

Reference is made to the Amended and Restated Credit and Security Agreement dated as of the date hereof (as the same may be amended, supplemented, restated or modified from time to time, the "Credit Agreement") by and among Argo Turboserve Corporation ("Argo"), D&D Pipe and Rentals, Inc. ("D&D") (Argo and D&D, each a "Borrower" and collectively, the "Borrowers"), any other Credit Party signatory thereto and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division (the "Lender"). All capitalized terms used herein that are not defined shall have the respective meanings given to them in the Credit Agreement.

It is a condition precedent to Lender making financial accommodations available to Borrowers pursuant to the Credit Agreement that certain items be delivered to Lender, certain of which items have not been so delivered. In order to facilitate the closing of the transactions contemplated by the Credit Agreement within the time constraints of Borrowers and Lender, Lender has agreed that certain closing requirements may be waived, in whole or in part, as conditions to the initial disbursement under said financing arrangement. In consideration thereof, Borrowers have agreed to satisfy the following conditions within the time periods and under the conditions set forth on the attached schedule ("Schedule A"), all in a manner (and when applicable, evidenced by agreements, instruments and documents) reasonably satisfactory in form and substance to Lender.

Borrowers acknowledge and agree that Borrowers' failure to satisfy each requirement set forth on Schedule A within the applicable time limit set forth in Schedule A with respect to such requirement shall constitute an "Event of Default" giving rise to all rights and remedies permitted to Lender under the Credit Agreement. No waiver, modification or amendment of any provision of this agreement shall be effective unless specifically made in writing and duly signed by the party to be bound thereby.

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Except as expressly provided herein, any of this agreement shall not act as a waiver or excuse of performance of any obligations contained in any of the Loan Documents.

Very truly yours,

ARGO TURBOSERVE CORPORATION

By: _____
Name:
Title:

D&D PIPE AND RENTALS, INC.

By _____
Name:
Title:

The foregoing is hereby accepted and agreed to as of the date set forth above:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, acting through its Wells
Fargo Business Credit operating division

By: _____
Name:
Title:

Schedule A

1. Within fifteen (15) days of the Funding Date, Borrowers shall deliver to Lender, processor and warehouse waivers for the following locations:
 - a. Xtreme Pipe Service
7814 Miller Rd. 3
Houston, Texas
 - b. Apache Tubular Service, Inc.
11611 FM 2100
Crosby, Texas 77532
2. Within ten (10) days of the Funding Date, Borrowers shall deliver to Lender the following good standing certificates, issued by the Secretary of State or other appropriate official as follows as follows:
 - a. for Argo, Delaware, New Jersey, New York, Virginia, Ohio and Illinois;
 - b. for D&D, Texas; and
 - c. for ATC, Delaware.
3. Within thirty (30) days of the Funding Date, D&D shall deliver to Lender a copy of its by-laws together with a certificate of its secretary certifying that such by-laws have been adopted by D&D and are in full force and effect.
4. Within thirty (30) days of the Funding Date, ATC shall deliver to Lender a copy of its operating agreement.
5. No later than March 10, 2006, Borrowers shall deliver to Lender the final Schedules to the Credit Agreement.
6. No later than March 10, 2006, Borrowers shall deliver to Lender a fully executed copy of the promissory note executed by D&D in favor of Sellers.
7. No later than March 10, 2006, Borrowers shall deliver to Lender a fully executed copy of the promissory note executed by D&D in favor of John Calicchio.
8. No later than March 10, 2006, Borrowers shall deliver to Lender a fully executed originals of the Reaffirmation and Ratification Agreements from each of Arthur Johnston and Dick Ruff.
9. No later than March 10, 2006, Borrowers shall deliver to Lender fully executed copies of all of the Acquisition Documents.